

REMARKS/ARGUMENTS

Claims 1, 3-4, 7-9, 11-12, 15 and 16 remain in the application for further prosecution. Claims 1 and 9 have been amended. Claims 2, 5-6, 10 and 13-14 have been canceled in the previous amendment without prejudice.

Claim Rejections – 35 USC § 102

Claims 1, 8-9 and 16 are rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 6,068,552 (“Walker”).

Claim Rejections – 35 USC § 103

Claims 5-7 and 13-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baerlocher in view of either U.S. Patent No. 6,319,125 (“Acres”) or U.S. Patent No. 5,816,918 (“Kelly”).

The Final Office Action has referenced Walker as disclosing bonus points based on predetermined criteria. The Final Office Action concedes that Walker discloses a casino reward program which implicitly rewards points on predetermined outcomes. Walker does not disclose the awarding of bonus points based on game outcomes. As would be understood by one of ordinary skill in the art casino reward point programs award points based on criteria such as coin in or time played that are completely distinct from the game outcome.

Applicant has amended independent claims 1 and 9 to require that the bonus points are based on “a randomly selected outcome in the wagering game.” As explained above, the casino rewards points disclosed by Walker do not anticipate this element because they are rewarded independently from game outcome. In fact such a reward program would teach away from the claimed elements since the casino reward points would be awarded on events such as coin in or time spent which occur regardless of the game outcome.

The Final Office Action has also cited Baerlocher in combination with Acres and Kelly. All of these references teach a single type of award redeemable by the player. The Final Office action concedes that Acres and Kelly both disclose accumulating points that may be redeemed for a free spin. The player does not have a selection of awards. Similarly, Baerlocher discloses a selection between bonus games but the type of prizes for each game cannot be selected, a player must be awarded game credits regardless of the game chosen. The claims now offer a player both a risk option of an uncertain award and a set award that is attractive to both types of players.

The amended claims are also distinguishable over Baerlocher in combination with Acres and Kelly. None of the three references suggests offering a player a selection of an award type. The Final Office Action does not indicate why one of ordinary skill would combine these references and add a feature of player selection of one of either the Baerlocher type of credit award or the free spin of Kelly or Acres. The Baerlocher key game only gives the player the option to select one of three games depending on the number of keys (bonus points) the player has earned. The player does not have the choice of the type of prize. The player cannot elect to redeem the bonus points for an immediately specified credit amount as required by the amended claims.

Conclusion

It is Applicant's belief that all of the claims are now in condition for allowance and actions towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the number indicated.

Application No. 10/705,699

Response to Final Office Action Dated August 28, 2008

Respectfully submitted,

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/Wayne L. TANG, Reg. #36028/

Wayne L. Tang

NIXON PEABODY, LLP.

161 N. Clark Street, 48th Floor

Chicago, Illinois 60601-3213

(312) 425-3900

Attorney for Applicants